

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

INTERNATIONAL UNION  
OF OPERATING ENGINEERS LOCAL 547  
AND PARTICIPATING EMPLOYERS  
HEALTH AND WELFARE TRUST FUND, and  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 547

Plaintiffs,

Civil Action No. 2:08-cv-14829

v.

Hon. Patrick J. Duggan

SHUBH HOTELS DETROIT, LLC dba  
SHERATON DETROIT RIVERSIDE HOTEL

Defendant.

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**CONSENT JUDGMENT**

Pursuant to Stipulation of the Parties,

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. Defendant Shubh Hotels, dba Sheraton Detroit Riverside Hotel, must submit all reports and pay all fringe benefit contributions and union dues payments on a timely basis as required by the Collective Bargaining Agreement between Defendant and International Union of Operating Engineers Local 547 ("Local 547").
2. Judgment is entered in favor of Plaintiffs against Defendant in the amount of Fifty Two Thousand Eight Hundred Ninety Five Dollars and Four Cents (\$52,895.04) covering fringe benefits and union dues payments owing to Plaintiffs for the period covering September 1, 2008 through April 1, 2009 and Plaintiffs shall have the right to execution thereon.
3. Post-judgment interest will accrue on the total judgment amount of \$52,895.04, as stated

in paragraph 2, as provided for in 28 U.S.C. § 1961, from the date of entry of this Judgment, and Plaintiffs shall have full rights of execution thereon.

4. Execution on the amount set forth in paragraphs 2 and 3 shall not issue so long as Defendant satisfies all of the following conditions:

A. Defendant shall follow the following repayment schedule:

March 2, 2009	\$5,000
March 9, 2009	\$5,000
March 16, 2009	\$5,000
March 23, 2009	\$5,000
March 30, 2005	\$5,000
April 6, 2009	\$5,000
April 13, 2009	\$5,000
April 20, 2009	\$5,000
April 27, 2009	\$5,000
May 4, 2009	\$5,000
May 11, 2009	\$2,895.04

B. During the payment period set forth in 4(A), Defendant shall timely (i) file all reports and (ii) fully remit all current monthly fringe benefits and union dues payments owing to Plaintiffs under the CBA between Defendant and Local 547.

Payments set forth in paragraph 4(A) and 4(B) will be subject to liquidated damages and other charges as set forth in the CBA, Plan documents, Trust Agreement and related documents.

5. Defendant shall be in default hereunder if any of the installments described in paragraph 4(A) above are received after the due date or if any of the reports, fringe benefits payments, or

union dues payments described in paragraph 4(B) are received after their respective due dates. In the event of default, without further notice, hearing, or court order: (i) the entire amount of this Judgment, \$52,895.04, less any payments previously received, plus all accrued post-judgment interest shall automatically become immediately due and payable, and (ii) Plaintiffs shall be entitled to enforce this Judgment and exercise all of their creditor rights and remedies through all available means and Plaintiffs shall have full rights of execution thereon.

6. Acceptance by the Plaintiffs of any monthly installment payment described in paragraph 4(A) or any of the reports or monthly fringe benefit contributions due to plaintiffs described in paragraph 4(B) after their respective due dates shall not alter any of the obligations of Defendants under this Judgment and shall not serve as a waiver of any of Plaintiffs' rights under this Judgment.

7. Nothing in this Judgment shall limit Plaintiffs' right to perform an audit of Defendant's books and records for the period November 13, 2008 through the present and to demand, as a part of this Consent Judgment, any indebtedness, liquidated damages, interest, attorneys fees and costs, and audit costs pursuant to 29 U.S.C. 1132(g)(2) and Plaintiffs' plan documents.

8. This Court shall retain jurisdiction over this matter for purposes of enforcement of the provisions of this Amended Consent Judgment.

S/Patrick J. Duggan  
Patrick J. Duggan  
United States District Judge

Dated: February 12, 2009

I hereby certify that a copy of the foregoing document was served upon counsel of record on February 12, 2009, by electronic and/or ordinary mail.

S/Marilyn Orem  
Case Manager